



Dallas
Denver
Fort Lauderdale
Jacksonville
Los Angeles
Madison
Miami
New York
Orlando
Tallahassee
Tampa
Tysons Corner
Washington, DC
West Palm Beach

Suite 1200
106 East College Avenue
Tallahassee, FL 32301

www.akerman.com

850 224 9634 tel 850 222-0100

RECEIVED
FPSC
MAY 3 PM 4:10
2010
COMMISSION CLERK

May 3, 2010

VIA Hand Delivery

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 090501-TP: Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida LLC by Bright House Networks Information Services (Florida), LLC

Dear Ms. Cole:

Enclosed for filing, please find the original and 15 copies of Bright House Networks Information Services (Florida), LLC's Prehearing Statement in this docket, along with a copy in Word format on CD. If you have any questions whatsoever, please do not hesitate to contact me at the number in my contact information below.

Thank you for your assistance with this filing.

COM _____
APA _____
ECR _____
GCL 2+CD
RAD _____
SSC _____
ADM _____
OPC _____
CLK _____

Sincerely,

Beth Keating

Beth Keating

AKERMAN SENTERFITT

106 East College Avenue, Suite 1200

Tallahassee, FL 32302-1877

Phone: (850) 224-9634

Fax: (850) 222-0103

Enclosures

cc: Parties of Record
Staff Counsel

DOCUMENT NUMBER-DATE

03667 MAY-3 2010

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for arbitration of certain terms
and conditions of an interconnection agreement
with Verizon Florida, LLC by Bright House
Networks Information Services (Florida), LLC.

Docket No. 090501-TP
Filed: May 3, 2010

PREHEARING STATEMENT OF BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC

Pursuant to the Order Establishing Procedure, Order No. PSC-10-0081-PCO-TP, issued February 10, 2010, Bright House Networks Information Services (Florida) LLC, ("BHN") by and through its undersigned attorneys hereby submits its Prehearing Statement.

A. Known Witnesses¹

Timothy J Gates – All open issues (#7, #13, #16, #24, #32, #36, #37, #41 and #49)
addressed in both Direct Testimony and Rebuttal Testimony

Marva B. Johnson – Direct – Issues #7, #16 and #37
Rebuttal – Issue #7

B. Known Exhibits

Bright House intends to sponsor the following exhibits:

Gates (Direct)	TJG – 1	Curriculum Vitae
	TJG – 2	Issues List and Contract Provisions
	TJG-3	Redlined Bright House/Verizon ICA (corrected 4/20/10)
Gates (Rebuttal)	TJG-4	Network Architecture Chart
	TJG-5	MECAB Meet Point Billing Document
	TJG-6	MECOD Meet Point Billing Document
	TJG-7	Proposed Agreement Language on Meet Point Billing

¹ Issues identified as being addressed by the witnesses are listed to the extent addressed in the witnesses testimony. We only list the issues that remain unresolved as of the date of this Prehearing Statement. Additional issues may be resolved prior to the Prehearing Conference and/or Hearing in this matter.

DOCUMENT NUMBER-DATE

03667 MAY-3 2010

FPSC-COMMISSION CLERK

In addition, Bright House cross-examined certain Verizon witnesses during their depositions using certain exhibits. Bright House may introduce those same exhibits during the cross-examination of Verizon's witnesses, including witnesses who were not asked about these exhibits during their depositions. Those exhibits are:

- Vasington Deposition Exhibit 4: (Assurance of Payment/Security language from BellSouth/NuVox ICA)
- Munsell Deposition Exhibit 5: Excerpt from FCC Ruling regarding LNP obligations when DSL is on a line, 20 FCC Rcd 6830 (2005), paragraph 36.
- Munsell Deposition Exhibit 10: Excerpts from Verizon Tariff FCC No. 14, Sections 3, 4 and 12, regarding "Tandem Switch Signaling" offering
- Munsell Deposition Exhibit 11: Verizon Tariff FCC No. 14, Section 2.7

C. Bright House's Basic Position

Bright House is the Petitioner in this Arbitration proceeding. About a year ago, Verizon sent Bright House Verizon's current "template" interconnection agreement. That template was different from the parties' current agreement in innumerable ways, many of which seemed to Bright House to be significantly less favorable than its existing agreement. Bright House undertook a careful review of Verizon's template, however, in order to specifically identify the provisions that were problematic and propose solutions.

At the completion of that effort, Bright House sent Verizon a detailed list of proposed changes to Verizon's template, along with an explanation for each proposed change. After extensive discussions, the parties resolved many issues, but well over fifty (50) issues and sub-issues remained by the arbitration deadline, and were raised in our petition. As the case has proceeded, however, the parties have resolved all but nine (9) open issues, although these do contain a certain number of sub-issues.

Bright House's specific position on each open issue is laid out below. Broadly speaking, as more and more issues have been settled by the parties, the remaining issues tend to involve direct disagreements between Verizon and Bright House regarding what result is required by, or most consistent with, governing law. As explained in more detail below, in such cases, Bright House's position is in accord with governing law, while Verizon's is not. In some cases, however, neither party's proposal is either literally required by, or literally banned by, governing law. In those cases, the Commission has discretion under the law to reach different possible results. In those cases, Bright House believes that our specific proposals are preferable as a matter of policy, because they would result in enhanced public benefits in the form of fairer and more robust competition among providers of voice services in the Tampa/St. Petersburg area.

D. Open Issues

The open issues, and Bright House's position with respect to each of them, are set out below.

7. Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Once the terms of the parties' new interconnection agreement are established, those terms should be fully binding on both parties for the full term of the agreement, unless there is a material change in law. Without a change in law, Verizon should not be permitted to cease performing any of its duties established under the contract, even if Verizon privately believes that it agreed to perform certain obligations that it was not clearly required, or not required at all, to perform by applicable law. Any other conclusion would deprive Bright House of the benefit of the "binding" agreement it is entitled to negotiate with Verizon under the terms of 47 U.S.C. § 252(a)(1).

Verizon has proposed a provision (General Terms & Conditions, § 50) that would permit Verizon to walk away from its contractual duties. This proposal is *not* based on the need to

accommodate *changes* in applicable law: the parties have agreed that if applicable law changes, they will discuss the matter and amend the contract accordingly, with recourse to the Commission if they cannot agree on what the new legal regime requires. Verizon's proposed language would allow it to unilaterally cease providing any and all of its contractual commitments, on 30 days' notice, whether there is any change in law or not. Moreover, the provision applies "*notwithstanding anything else*" in the Agreement. This means that (a) it applies to all of Verizon's contractual obligations, and (b) the usual terms obliging Verizon to negotiate regarding disputes, etc. do not limit the operation of this provision.

Putting this all together, Verizon is asserting a unilateral right to decide what it does and does not have to do under the contract.

This provision would be bad enough if it only applied to specific, individual Verizon duties. In fact, however, it applies to Verizon's entire relationship with Bright House. Verizon has stated that it reserves its right, at any time, to object to Bright House's right to interconnection with Verizon in the first place. Under Verizon's proposed language, therefore, it would have the right to void its entire contract with Bright House on 30 days notice, any time that Verizon, unilaterally, decides that Bright House is not entitled to interconnection.

This is clearly unjust, unreasonable, and unfair. It makes a mockery of the entire negotiation and arbitration process in which Bright House and Verizon have been engaged, and indeed of the Commission's expenditure of time and effort to resolve this matter. It is also illegal. Section 252(a)(1) calls on Verizon to negotiate "a binding agreement" with requesting telecommunications carriers such as Bright House. Verizon cannot simultaneously negotiate and agree to various provisions with Bright House and then simultaneously assert that those provisions are "binding" only so long as Verizon

declares them to be. Moreover, on matters as to which the parties cannot agree, Section 252(c) requires the Commission to “impos[e] conditions” on the parties that implement the requirements of Section 251. Verizon, therefore, may not coyly hide behind a generic statement that it “reserves its right” to object at some future time to Bright House’s entitlement to interconnection with Bright House. Bright House has asserted that it is entitled to interconnection with Verizon; Verizon has not denied it. As a precondition to resolving the open issues between the parties, and approving the contract, as required by Section 252(c), the Commission must find that Bright House is entitled to interconnection with Verizon, under Section 251.

13. What time limits should apply to the Parties' right to bill for services and dispute charges for billed services?

The parties should be required to render a bill for a service within one year of providing the service, and to protest any bill within one year of receiving it. This provision would provide both parties with certainty, after a reasonable time, regarding their own financial position as regards the other party. In addition, it would lower both parties’ business risk, and therefore lowers their overall cost of operations. It would also create a healthy incentive on both parties to ensure that their bills to the other party, as well as bills received from the other party, are accurate.

There is no evidence that either party has ever had a need to back-bill the other for services rendered more than a year ago, or to protest a bill paid more than a year ago. Moreover, an interconnection agreement established under the auspices of federal law need not conform to the generic Florida statute of limitations. That generic statute of limitations was established to apply to the general run of individual and commercial contracts. Interconnection agreements, however, are established and supervised by regulators such as the Commission precisely because they are intended to serve not merely the private interests of the parties, but also the public interest in establishing and

maintaining competition in telecommunications markets.² The different legal and policy context in which interconnection agreements are established authorizes and justifies a different, and shorter, limitations period than applies under generic Florida law.

16. Should Bright House be required to provide assurance of payment? If so, under what circumstances, and what remedies are available to Verizon if assurance of payment is not forthcoming?

Bright House questions the need for any assurance of payment provision as between Verizon and Bright House. If there is to be one, however, it should be fair to both parties. Verizon's proposed language is unfair, one-sided, and prone to abuse. The Commission should therefore reject Verizon's proposed assurance of payment language. If such provisions are to be included, then the Commission should impose the same terms regarding this topic that it imposed in the BellSouth-NuVox arbitration.

Verizon's proposed terms allow it to demand assurance of payment essentially at its discretion. See Verizon's proposed General Terms & Conditions, § 6.2. Even more troubling, Verizon asserts the right to cut off all services to Bright House unless Bright House immediately, without question, complies with Verizon's demand. *Id.*, § 6.8. This is unjust and unreasonable, and therefore violates 47 U.S.C. §§ 251 and 252. If the contract will include an assurance of payment provision, Bright House has proposed that the parties use the assurance-of-payment terms the Commission established in a case involving BellSouth and a CLEC called NuVox. These Commission-approved terms and conditions, among other things, make clear that Verizon may not demand assurances of payment from a CLEC that has a good payment history (like Bright House does).

² A key purpose of establishing interconnection agreements is to have “secure the public benefit of competition.” *WorldNet Telecommunications, Inc. v. Puerto Rico Telephone Company, Inc.*, 497 F.3d 1, 12 (1st Cir. 2007).

24. Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at total element long run incremental cost ("TELRIC") rates?

Verizon is required by long-standing FCC rules to provide facilities from Bright House's network to the interconnection point within Verizon's network at which the parties exchange "telephone exchange service" and "exchange access" traffic, at TELRIC rates. Verizon's claim that it may impose tariffed special access rates for such facilities confuses the legal regime governing facilities provided to interconnect for the mutual exchange of traffic – governed by Section 251(c)(2), which clearly requires such facilities to be priced at TELRIC rates – and the very different legal regime governing what features and functions are available from Verizon as unbundled network elements ("UNEs") – governed by Sections 251(c)(3) and 251(d)(2), and which the FCC has ruled does not require ILECs to provide such facilities at TELRIC rates for the purpose of accessing UNEs such as unbundled loops or interoffice transport.

This is the first of several issues where Verizon fails to distinguish between its obligation to provide unbundled network elements (UNEs), which is governed by Sections 251(c)(3) and 251(d)(2), and its obligation to interconnect for the exchange of traffic, which is governed by Section 251(c)(2). These two situations are quite different, whether viewed from a legal perspective (different statutory provisions apply), a technical/network perspective (different physical arrangements are involved), or a policy perspective (the competitive consequences of the two situations differ greatly). Verizon is therefore simply wrong to apply UNE-based rulings and concepts to the situation at issue between Bright House and Verizon, which relates entirely to interconnection for purposes of traffic exchange.

At a high level, a CLEC may obtain a UNE if only lack of access to it would "impair" the CLEC's ability to provide its services. 47 U.S.C. § 251(d)(2). *See generally In the Matter of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent*

Local Exchange Carriers, 20 FCC Rcd 2533 (2005) (“*TRRO*”). The standard for interconnection arrangements is entirely different: a CLEC is entitled to interconnect at “any technically feasible point” within the ILEC’s network. 47 U.S.C. § 251(c)(2). No “impairment” analysis applies. If a proposed point or method of interconnection is “technically feasible,” Verizon must provide it. (We discuss the “technical feasibility” standard under Issue #24.)

Given that ILECs are obliged to provide facilities for purposes of interconnection under Section 251(c)(2), the key question under this issues is what pricing standard applies to those facilities. This is established in “Subpart F” of the FCC’s interconnection rules, 47 C.F.R. §§ 51.501 *et seq.* These rules lay out the FCC’s “TELRIC” pricing standard. Rule 51.501(a) expressly states that “the rules in this subpart apply to the pricing of network elements, *interconnection*, and methods of obtaining access to unbundled elements” (Emphasis added.) Moreover, though most of the language in Subpart F of the rules speaks in terms of network “elements,” the FCC made clear that the pricing standards established there apply fully to interconnection arrangements: “As used in this subpart, the term ‘element’ includes network elements, *interconnection, and methods of obtaining interconnection* and access to unbundled elements.” 47 C.F.R. § 51.501(b) (emphasis added).³

Thus, Verizon is required to provide facilities between Bright House’s network and the point of interconnection within Verizon’s network for the exchange of traffic, at TELRIC rates. This is true even though Verizon is *not* required to provide such transport facilities as an unbundled network element, or for the purpose of allowing a CLEC to obtain access to unbundled network elements.

³ There is nothing new about this requirement. Rule 51.501 – which clearly states that TELRIC pricing applies to interconnection and methods to obtain interconnection – was established by the FCC in the August 1996 *Local Competition Order* and has not been amended since. See *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd 15499 (1996) at Appendix B, page B-29 (showing text of rules being adopted at that time).

32. May Bright House require Verizon to accept trunking at DS-3 level or above?

Bright House may require Verizon to accept trunking at the DS-3 level or above. Bright House is entitled to interconnect with Verizon at any technically feasible point within Verizon's network. Those technically feasible points include the OC-n ports on Verizon's fiber optic terminals and the DS-3 ports on its multiplexing gear, as well as the DS-1 ports on Verizon's switches. The fact that Verizon might have to physically place multiplexing gear or fiber optic terminals to accomplish this interconnection is irrelevant; the FCC has specifically ruled that the fact that an ILEC "must modify its facilities or equipment" in order to accomplish such interconnection does not mean it is technically infeasible. Indeed, the disagreement between the parties on this issue is not really whether Verizon can technically interconnect with Bright House at DS-3 or higher levels; the disagreement is where "interconnection" is deemed to occur, which affects each party's cost and operational responsibilities.

Under the FCC's rules, the determination of technical feasibility is not limited by considerations of cost, and Verizon cannot object to an otherwise feasible arrangement on the grounds that it must modify its facilities to accomplish it.

36. What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

With the exception noted below, the parties should abide by industry standard rules, as embodied in the MECAB document, in jointly providing access services to third-party IXCs. The parties' agreement should reflect these rules, and should clearly reflect that either party may provide third-party IXCs with the function of either originating or terminating tandem switching. Under the normal meet point billing rules, the parties jointly agree on a "meet point" between their networks for purposes of billing the third-party IXC. Each party is responsible for providing the facilities and services on its side of the meet point, and each party bills the third-party IXC – not the other party – for

the facilities and services it provides. The exception arises in the case of an ILEC and CLEC jointly providing access to third party IXCs. In that case the CLEC gets to choose the technically feasible point on the ILEC's network that is deemed to be the "meet point" between them for these purposes. The CLEC has this right because third-party IXC access traffic is "exchange access" under the applicable rules. Under Section 251(c)(2), the CLEC is entitled to interconnect with the ILEC "for the transmission and routing of ... exchange access" at any technically feasible point on the ILEC's network. This means that Bright House can require Verizon to exchange this traffic at any technically feasible point.

Verizon does not recognize Bright House's right to designate the point at which the parties are deemed to be interconnected for purposes of exchanging third-party IXC access traffic. Instead, Verizon appears to believe that it can insist that such interconnection occur at the switch ports of its access tandem. To the contrary, under Section 251(c)(2), Bright House has the right to designate its end office collocations as the point of interconnection for purposes of the "transmission and routing" of this exchange access traffic. Once Bright House does so, while it would no longer pay Verizon for special access facilities linking its end office collocations with Verizon's tandem, Verizon would not be harmed because Verizon would then bill the IXCs for their use of those facilities.

In addition, Bright House wishes to be able to offer third party IXCs with traffic coming in from distant points the ability to drop that traffic off with Bright House – even if the traffic is going to a Verizon end office. Under FCC rules, Verizon bears the burden of proving that a proposed interconnection arrangement is not technically feasible. *See* 47 C.F.R. § 51.5 (definition of technical feasibility). Verizon cannot meet that standard here, so Bright House's proposal must be accepted.

36. What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

(a) Should Bright House remain financially responsible for the traffic of its affiliates or other third parties when it delivers that traffic for termination by Verizon?

Bright House should not be responsible for third-party traffic that it delivers to Verizon. In the case of meet point billing for third-party IXC access traffic, the parties should abide by industry-standard rules under which each party bills the third-party IXC for the services that party provides to such IXC. In the case of local traffic that a third-party carrier might "transit" to Verizon by means of Bright House's network, Bright House proposes that the same terms that Verizon imposes on Bright House also be imposed on Verizon. That is, Verizon should be required to bill the third party carrier directly for any traffic that Verizon terminates for such carrier.

36. What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

(b) To what extent, if any, should the ICA require Bright House to pay Verizon for Verizon-provided facilities used to carry traffic between interexchange carriers and Bright House's network?

This issue has two parts. First is to determine where the interconnection point between Verizon and Bright House is deemed to be for the exchange of this exchange access traffic. As described above in connection with "main" Issue #36, Bright House is entitled under Section 251(c)(2) to designate any technically feasible point within Verizon's network for this purpose. Once that point is established, then Verizon may not bill Bright House anything at all for the facilities on Verizon's side of the interconnection point, because it will be recovering its costs for those facilities by means of bills to IXCs. If Bright House chooses to purchase facilities from Verizon in order to connect from Bright House's existing network facilities over to the interconnection point, then Verizon may charge Bright House for those facilities. Because they are facilities used to link the two networks for purposes of the

transmission and routing of exchange access traffic under Section 251(c)(2), any such facilities must be priced at TELRIC rates, as discussed in connection with Issue #24.

37. How should the types of traffic (e.g. local, ISP, access) that are exchanged be defined and what rates should apply?

The parties broadly agree on most aspects of this issue. There are two main points of contention. First, as alluded to above in connection with Issue #32, the parties do not agree on where the “transport” function – which is fully covered by the agreed-to rate of \$0.0007/minute – begins. This leads Verizon to assert that it can charge Bright House for certain functions and facilities that are actually part of the transport function and therefore covered by the \$0.0007 rate. Second, the parties disagree about how to define the scope of “local” traffic, subject to reciprocal compensation, that they will exchange.

With respect to the scope of the transport function, FCC Rule 51.701(c) expressly defines “transport” to be all functions that the terminating LEC provides that run between the physical point at which the parties’ networks are connected, to the end office serving the called party. The “transport” function, therefore, clearly begins at the point at which traffic from Bright House to Verizon physically leaves Bright House’s network facilities (specifically, the equipment that Bright House has collocated in Verizon’s end offices and tandem office) and is handed off to Verizon’s network facilities in those locations (specifically, the cross-connect wires that link Bright House’s network facilities to Verizon’s multiplexing or similar equipment or, at the “latest,” at the input ports of that equipment). This means that the \$0.0007/minute charge already covers the costs of providing those functions, to the extent that those costs may be charged to Bright House. It may be that the \$0.0007 rate does not fully cover those costs, but the FCC was well aware of that possibility when it established the rate. *See Intercarrier*

Compensation for ISP-Bound Traffic, 16 FCC Rcd 9151 (2001) at ¶¶ 80, 89.⁴

With respect to the scope of calls subject to reciprocal compensation (the \$0.0007 rate) rather than access charges, the Commission should require that a party pay the lower reciprocal compensation rate with respect to all traffic for which the end user is not billed an extra fee over and above the least expensive, basic local exchange service fee charged by the originating carrier. This approach is competitively neutral and, indeed, most consistent with the relevant statutory definitions of “exchange access” and “telephone toll service.” *See* Bright House’s Response to Staff Data Request No. 27 (filed April 26, 2010), for a detailed discussion of the legal and economic policy underlying this conclusion.

41. Should the ICA contain specific procedures to govern the process of transferring a customer between the parties and the process of local number portability (“LNP”) provisioning? If so, what should those procedures be?

The new ICA should contain a separate attachment laying out the procedures that apply when transferring a customer between the parties, including LNP. Bright House does not resell Verizon services and does not use Verizon UNEs. As a result, whenever a customer switches from Verizon to Bright House or vice versa, the customer’s service must be physically transferred from one set of physical facilities to the other, along with ensuring that the number is ported properly. It makes perfect sense – it is “just and reasonable” in statutory terms – to establish, within the parties’ ICA, a clear and identifiable set of terms and conditions dealing with that process. Bright House’s specific proposals – dealing with number portability, physical network facilities issues, and the establishment of a process for dealing with disputes – are entirely reasonable. Indeed, other than the LNP issues noted below, Verizon has not raised any specific objections “on the merits” to Bright House’s proposals.

⁴ Note that the only way that multiplexing and similar functions could *not* be part of the “transport” function is if they are part of the provision of facilities to connect Bright House’s network to the point of interconnection. In that case, those functions must be priced at TELRIC rates, rather than Verizon’s tariffed rates. *See* discussion under Issue # 24, above.

Bright House proposes that the parties “coordinate” their efforts when a single customer has a large number of numbers/lines being ported, in order to ensure that the transfer occurs smoothly. Bright House has also proposed to include language that makes clear that Verizon may not delay porting simply because of non-porting-related features it has placed on a line, including specifically DSL service. This language is based on a specific FCC ruling on this point and should be approved. Bright House has also reasonably proposed that the so-called “10-digit trigger” remain in place for an extended period in connection with customer transfers that have to be rescheduled. The Commission should approve all these proposals.

49. Are special access circuits that Verizon sells to end users at retail subject to resale at a discounted rate?

Yes. When the FCC established its rules regarding discounts available for resold services, it excluded “exchange access” services from the scope of services subject to the wholesale discount. *See* 47 C.F.R. § 51.605(a) and (b). Those rules do not exclude all “access traffic” or any or all “special access” traffic. They only exclude “exchange access,” which under the applicable definition (47 U.S.C. § 153(16)) is limited to services and facilities involved in the origination and/or termination of toll calls (that is, traditional long distance calls). Verizon sells a large number of point-to-point data circuits “at retail” to businesses that need such circuits to handle data traffic. These circuits may be sold “out of” Verizon’s special access tariff, but that does not make them “exchange access” services, within the meaning of the governing FCC rule.

E. Stipulated/Resolved Issues

As of the date of this Prehearing Statement, the following issues have been resolved: Issues 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 17, 18, 19, 20 (a & b), 21, 22, 23(a & c), 25, 26, 27, 28 29, 30, 31, 33, 34, 35, 38, 39, 40, 42, 43, 44, 45, 46, 47 and 48.

F. Pending Motions

None.

G. Pending Confidentiality Requests

None.

H. Objections to Witness Qualifications

Bright House has no objection to the qualifications of any expert witness.

I. Compliance With Order on Procedure

Bright House believes that this Prehearing Statement fully complies with the requirements of the Order Establishing Procedure, Order No. PSC-10-0081-PCO-TP, issued February 10, 2010.,

RESPECTFULLY SUBMITTED this 3rd day of May, 2010.

By: 

Beth Keating
Akerman Senterfitt
106 East College Ave., Suite 1200
Tallahassee, FL 32301
Tel: 850-521-8002
Fax: 850-222-0103

and

Christopher W. Savage
Danielle Frappier
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., NW, Suite 200
Washington, D.C. 20006
(202) 973 - 4200
(202) 973 - 4499

*Attorneys for Bright House Networks
Information Services, LLC*

Exhibit 1: Issues List/Status

1. Should tariffed rates and associated terms apply to services ordered under or provided in accordance with the Interconnection Agreement (“ICA”)?

Status: **Resolved.**

2. Should all charges under the ICA be expressly stated? If not, what payment obligations arise when a party renders a service to the other party for which the ICA does not specify a particular rate?

Status: **Resolved.**

3. Should traffic not specifically addressed in the ICA be treated as required under the Parties' respective tariffs or on a bill-and-keep basis?

Status: **Resolved.**

4. (a) How should the ICA define and use the terms “Customer” and “End User”?

Status: **Resolved.**

(b) How should the ICA define and use the terms “Central Office,” “End Office,” and “Line Side”?

Status: **Resolved.**

5. Is Verizon entitled to access Bright House's poles, ducts, conduits and rights-of-way?

Status: **Resolved.**

6. If during the term of this agreement Verizon becomes required to offer a service under the ICA, may the parties be required to enter into good faith negotiations concerning the implementation of that service?

Status: **Resolved.**

7. Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Status: **OPEN.**

8. Should the ICA include terms that prohibit Verizon from selling its territory unless the buyer assumes the ICA?

Status: **Resolved.**

9. Issue Resolved by Parties.

Status: **Resolved.**

10. Should the party that obtains a service be referred to as the "receiving party" or the "purchasing party"?

Status: **Resolved.**

11. Should the ICA state that "ordering" a service does not mean a charge will apply?

Status: **Resolved.**

12. When the rate for a service is modified by the Florida Public Service Commission or the FCC, should the new rate be implemented and if so, how?

Status: **Resolved.**

13. What time limits should apply to the Parties' right to bill for services and dispute charges for billed services?

Status: **OPEN.**

14. When should payment of bills be due?

Status: **Resolved.**

15. Should the ICA permit assignments in connection with reorganizations or refinancing, without the prior written consent of the other party?

Status: **Resolved.**

16. Should Bright House be required to provide assurance of payment? If so, under what circumstances, and what remedies are available to Verizon if assurance of payment is not forthcoming?

Status: **Resolved.**

17. (a) To what extent should Verizon be responsible for fraud associated with its customers and accounts?

Status: **Resolved.**

- (b) To what extent should Bright House be responsible for fraud associated with its customers and accounts?

Status: **Resolved.**

18. Should the parties be required to send email copies of contractual notices in addition to paper notice?

Status: **Resolved.**

19. Must Verizon retain orders for which there has been no activity for 31 days?

Status: **Resolved.**

20. (a) What obligations, if any, does Verizon have to reconcile its network architecture with Bright House's?

Status: **Resolved.**

(b) What obligations, if any, does Bright House have to reconcile its network architecture with Verizon's?

Status: **Resolved.**

21. What contractual limits should apply to the parties' use of information gained through their dealings with the other party?

Status: **Resolved.**

22. (a) Under what circumstances, if any, may Bright House use Verizon's Operations Support Systems ("OSS") for purposes other than the provision of telecommunications services to its customers?

Status: **Resolved.**

(b) What constraints, if any, should the ICA place on Verizon's ability to modify its OSS?

Status: **Resolved.**

23. (a) What description, if any, of Verizon's general obligation to provide directory listings should be included in the ICA?

Status: **Resolved.**

(b) What rate, if any, should apply to Verizon's inclusion and modification of Bright House directory listings?

Status: **Resolved.**

(c) To what extent, if any, should the ICA require Verizon to facilitate Bright House's negotiating a separate agreement with Verizon's directory publishing company?

Status: **Resolved.**

24. Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at total element long run incremental cost ("TELRIC") rates?

Status: **OPEN.**

25. Should the ICA require the parties to exchange traffic in Internet Protocol ("IP") format?

Status: **Resolved.**

26. May Bright House require Verizon to interconnect using a fiber meet arrangement?

Status: **Resolved.**

27. How far, if at all, should Verizon be required to build out its network to accommodate a fiber meet?

Status: **Resolved.**

28. What types of traffic may be exchanged over a fiber meet, and what terms should govern the exchange of that traffic?

Status: **Resolved.** (Certain questions regarding compensation for traffic sent via fiber meet included in Issue Nos. 20 and 27.)

29. To what extent, if any, should parties be required to establish separate trunk groups for different types of traffic?

Status: **Resolved.**

30. May Bright House unilaterally determine whether the Parties will use one-way or two-way interconnection trunks?

Status: **Resolved.**

31. Which party has administrative control over which interconnection trunks, and what responsibilities, if any, flow from that control?

Status: **Resolved.**

32. May Bright House require Verizon to accept trunking at DS-3 level or above?

Status: **OPEN.**

33. May charges be assessed for the establishment or provision of local interconnection trunks or trunk groups?

Status: **Resolved.**

34. Should performance measures apply to two-way trunks that are outside of Verizon's administrative control?

Status: **Resolved.**

35. Issue Resolved by Parties.

Status: **Resolved.**

36. What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

Status: **OPEN.**

- a) Should Bright House remain financially responsible for the traffic of its affiliates or other third parties when it delivers that traffic for termination by Verizon?

Status: **OPEN.**

- (b) To what extent, if any, should the ICA require Bright House to pay Verizon for Verizon-provided facilities used to carry traffic between interexchange carriers and Bright House's network?

Status: **OPEN.**

37. How should the types of traffic (e.g. local, ISP, access) that are exchanged be defined and what rates should apply?

Status: **OPEN.**

38. Should there be a limit on the amount and type of traffic that Bright House can exchange with third parties when it uses Verizon's network to transit that traffic?

Status: **Resolved.**

39. Does Bright House remain financially responsible for traffic that it terminates to third parties when it uses Verizon's network to transit the traffic?

Status: **Resolved.**

40. To what extent, if any, should the ICA require Verizon to facilitate negotiations for direct interconnection between Bright House and Verizon's affiliates?

Status: **Resolved.**

41. Should the ICA contain specific procedures to govern the process of transferring a customer between the parties and the process of local number portability ("LNP") provisioning? If so, what should those procedures be?

Status: **OPEN.**

42. Is Bright House entitled to open a Verizon network interface device ("NID") and remove wiring from the customer side?

Status: **Resolved.**

43. Should the ICA require negotiation of procedures to remove Presubscribed Interexchange Carrier ("PIC") freezes?

Status: **Resolved.**

44. What terms should apply to locking and unlocking E911 records?

Status: **Resolved.**

45. Should Verizon's collocation terms be included in the ICA or should the ICA refer to Verizon's collocation tariffs?

Status: **Resolved.**

46. Should Verizon be required to make available to Bright House access to house and riser cable that Verizon does not own or control but to which it has a legal right of access? If so, under what terms?

Status: **Resolved.**

47. Is it "technically feasible" to access an inside wire sub-loop if one must remove a splice case to reach the wiring?

Status: **Resolved.**

48. How should the ICA specify the restrictions that apply to unbundled network elements ("UNEs") and UNE combinations?

Status: **Resolved.**

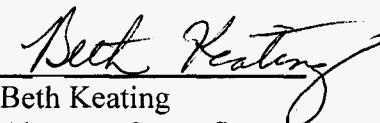
49. Are special access circuits that Verizon sells to end users at retail subject to resale at a discounted rate?

Status: **OPEN.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via Electronic Mail, U.S. Mail First Class, or Hand Delivery this 3rd day of May, 2010, to the persons listed below:

Dulaney L. O'Roark, III, VP/General Counsel Verizon Florida, LLC P.O. Box 110, MC FLTC 0007 Tampa, FL 33601 de.orroark@verizon.com	David Christian Verizon Florida, Inc. 106 East College Ave. Tallahassee, FL 32301-7748 David.christian@verizon.com
Timisha Brooks, Staff Counsel Florida Public Service Commission, Office of the General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 tbrooks@psc.state.fl.us	Kevin Bloom 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 kbloom@psc.state.fl.us


Beth Keating
Akerman Senterfitt
106 East College Ave., Suite 1200
Tallahassee, Fl 32301
Tel: 850-521-8002
Fax: 850-222-0103
beth.keating@akerman.com